

The following changes, clarifications, corrections, and additions are hereby incorporated into Solicitation SP0600-04-R-0122:

Delivery Schedule Changes:

South Region

1. Line Item 2004 McAlester AAP, OK: Installation Note 3 is hereby revised. The new schedule page may be found on page 4 of this amendment.

NOTE 3: CenterPoint Energy Gas Transmission (formerly Reliant) requires the Contractor to add additional gas for Fuel Loss from the Neutral Pooling Area to the Citygate CenterPoint Energy ARKLA (LDC). McAlester will use Area 10 West Pooling Area. This will be billed as a pass through charge to the installation.

2. Line Item 2017/Pine Bluff Arsenal, AR: Installation Notes 1 and 2 are hereby revised from Amendment 0003. The new schedule page may be found on page 5 of this amendment.

Note 1: For Pine Bluff Arsenal Southside (Main Post): Contractor will perform Billing Services. Installation MDQ is 3300 Dths firm requirement. The installation uses significantly less capacity eight months of the year. The Receipt Area on CenterPoint Energy Gas Transmission is Neutral (Flex), Receipt Number 16624. Pine Bluff Arsenal Southside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

Note 2: For Pine Bluff Arsenal Northside: Installation MDQ is 480 Dth of capacity on the CenterPoint Energy Gas Transmission (formerly Reliant) pipeline which is owned by Pine Bluff Arsenal. This is an incinerator plant, the requirement quantities will fluctuate and there could be large swings in daily natural gas usage for this meter. The receipt area on CenterPoint Energy Gas Transmission is North, Receipt Number 13216. Pine Bluff Arsenal Northside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

3. Line Items 2031-2039/Installations Behind Atlanta Gas Light (AGL): Installation Note 8 is hereby revised from Amendment 0003. The group notes may be found on pages 6-7 of this amendment.

Note 8: Atlanta Gas Light (AGL) Account Numbers are provided FOR INFORMATION ONLY below:

5393293229, 4882851321, 4554188497, 6825197042, 2140436079, 169578205, 6396234143, 4643947044, 660195228, 4580876002, 3577441085, 8416368260, 1816287225, 2222077145, 3529147147, 1813078144, 6386226148, 8231661277, 2463073227, 3570649127, 1650390543, 9236873027, 4486985222, **23538040006. 23600670018, 23558030008, 23500350009, 23586075001, 23550090006.**

As these accounts are subject to change, a finalized list will be provided at time of award.

West Region

1. Line Item 4001 Hill Air Force Base, UT: Installation Note 3 is hereby revised. The new schedule page may be found on page 8 of this amendment.

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Hill AFB holds capacity on Questar Pipeline.

2. Line Item 4002 Tooele Army Depot, UT: Installation Note 3 is hereby added. The new schedule page may be found on page 9 of this amendment.

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Tooele does not hold any capacity on Questar Pipeline.

The closing date and time for receipt of offers remains Thursday, November 4, 2004 at 2:00 p.m. local time, Fort Belvoir, VA.

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
2004	FOB NEUTRAL POOLING POINT	INSIDE FERC'S GAS MARKET REPORT	PANHANDLE EASTERN PIPELINE CO.	TEXAS, OK (MAINLINE)	ALT I	September, 2004

2017 PINE BLUFF ARSENAL, AR

Note 1: For Pine Bluff Arsenal Southside (Main Post): Contractor will perform Billing Services. Installation MDQ is 3300 Dths firm requirement. The installation uses significantly less capacity eight months of the year. The Receipt Area on CenterPoint Energy Gas Transmission is Neutral (Flex), Receipt Number 16624. Pine Bluff Arsenal Southside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

Note 2: For Pine Bluff Arsenal Northside: Installation MDQ is 480 Dth of capacity on the CenterPoint Energy Gas Transmission (formerly Reliant) pipeline which is owned by Pine Bluff Arsenal. This is an incinerator plant, the requirement quantities will fluctuate and there could be large swings in daily natural gas usage for this meter. The receipt area on CenterPoint Energy Gas Transmission is North, Receipt Number 13216. Pine Bluff Arsenal Northside will use Area 4 North Pooling Area. Capacity charges will be billed as a pass through charge to the installation.

2017 Direct Supply Natural Gas to be delivered FOB CITYGATE ARKLA GAS COMPANY via
FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005
 to September 30, 2008.

TOTAL QUANTITY		1,857,000	Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:					
2017 AA	SUPPLY INDEX PRICE		1,857,000	*	*
			Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:					
FIRM			1,857,000	*	*
2017 AD	WINTER ADJUSTMENT FACTOR		969,000	\$ _____	\$ _____
2017 AE	SUMMER ADJUSTMENT FACTOR		888,000	\$ _____	\$ _____

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY	

201701	PINE BLUFF ARSENAL SOUTHSIDE FIRM	3,300	825,000	924,000	
201702	PINE BLUFF ARSENAL NORTHSIDE FIRM	480	63,000	45,000	

*The following information is provided for **Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION**, paragraph (e):

(1) The SIP Table is as follows:

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
2017	CITYGATE ARKLA GAS COMPANY	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	September, 2004

2031 - 2039 INSTALLATIONS BEHIND ATLANTA GAS LIGHT (AGL)

The following notes apply to Line Items 2031 through 2039:

NOTE 1: The successful offeror shall be required to perform billing services in accordance with Clause G702, BILLING SERVICES. However, any offeror that cannot comply with the invoice format requirements of Clause G702, BILLING SERVICES or I1.03-6, CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (NATURAL GAS), paragraph(g) INVOICE may submit a sample invoice to demonstrate the format that would be used in event of award. The Government must be able to see or readily calculate that the total amount paid on an invoice equals the volume of Dekatherms delivered times the contract price for each location, type of transportation and delivery period being billed, plus other charges and taxes supported by the AGL tariff and/or actual AGL invoices/documents as specified in NOTES 4 & 5 below. If AGL billing cycles cross delivery months, DESC will expect that invoices will reflect the prorated quantities and the respectively Inside FERC Sonat, Louisiana and Transco, Zone 3 (Line Item 2035 only) price for each month and appear on a single invoice that will identify one specific billing period as determined by AGL per market standards, or that the DESC contractor will accept payment at the DESC monthly contract price applicable to the majority of days in the cycle.

NOTE 2: The successful offeror will be assigned the firm capacity and upstream assets by Atlanta Gas Light (AGL) to provide delivery services to installations with firm requirements. Each Installation will remain under an Atlanta Gas Light transportation tariff and the LDC transportation charges will be billed to the successful offeror. The successful offeror shall include all AGL charges on its invoice as pass-through charges.

NOTE 3: The following regulated intrastate utility charges and taxes, as amended or changed by AGL or the State of Georgia from time to time, shall be managed as pass through costs and added to the contractor's invoice without mark up, if applicable:

a. FOR FIRM TRANSPORTATION ONLY:

INTRASTATE CHARGES	APPLICATION
AGL Customer Charge	Monthly
Daily Designated Design Capacity (DDDC) Charge	Monthly, per Dth of DDDC
Franchise Recovery Fee	Monthly
MCF Meter	Monthly, per MCF meter
Meter Reading	Monthly, Meter reading charge
Education Charges	Monthly, recovery fee
Pipe Replacement Charge	Monthly
INTERSTATE CHARGES	APPLICATION
DDDC * \$8.50	Monthly, per Dth of DDDC

b. FOR INTERRUPTIBLE TRANSPORTATION ONLY:

INTERSTATE CHARGES	APPLICATION
fuel loss (SONAT and Transco Zone 3)	Monthly

NOTE 4: The Government reserves the right to add requirements within the aggregated pools at contract price.

NOTE 5: The Government understands that, under AGL regulations, it is the Contractor's responsibility to call curtailments based upon any Operational Flow Orders (OFO's) called by AGL and that OFO's behind AGL are identified by pools instead of by specific customers. Therefore, the Government requests that offerors submit, with their initial offers, their company's operational plan for putting back on line its interruptible customers after OFO's have been lifted.

NOTE 6: All accounts under this contract must be switched over to the new contractor prior to the beginning of the delivery period. If an account is not switched and DESC receives an invoice from a company other than the new contractor for deliveries made on or after October 1, 2005, this invoice will be forwarded to the new contractor to pay directly and in turn the new contractor will invoice DESC the contract price for this account.

NOTE 7: Mismatch Orders, Curtailments, Procedures and Responsibilities

A. Demand Mismatch Orders

When a Demand Mismatch Order (DMO) is called by AGL, in accordance with AGL's guidelines the Contractor shall be responsible for notifying its interruptible customers in the affected pools to advise them that a DMO has been called. Since a DMO may be called at any time, to include week-ends and federal holidays, telephone numbers for both regular-duty and after hours/non-duty hours points of contact (POC) are provided for all interruptible installations, and is listed in Attachment II of any resultant contract. (Attachment will be properly named at time of contract award). It is the responsibility of the installations to keep the Contractor and DESC informed of any changes in the POC's names or telephone numbers.

Should it be necessary to contact after hours/non-duty hours POC as identified in the respective attachment, they shall, as primary means, be contacted directly. If this primary means is unsuccessful, then indirect methods for contacting such as fax, voice mail and e-mail will be acceptable and it will be the responsibility of the after hours customer personnel to provide additional support in notifying the POC. However, indirect methods for contacting such as fax, voice mail and e-mail will be acceptable during regular duty hours in the event the respective POC identified in Attachment II is not available. In the event the installations have failed to provide accessible POCs names and telephone numbers, then the Contractor shall use its best judgment to determine the appropriate DMO quantity for that installation and subsequently the installation will be responsible for any penalty. In the event the Contractor fails to notify the installation of the DMO, the Contractor shall be responsible for any mis-match penalty gas.

Upon notification by the Contractor, each installation in the pool(s) named in the DMO will have the choice of shutting off its gas and switching to its alternate fuel, or deciding with the Contractor on an estimated quantity of gas it will burn each day during the announced DMO period.

Once the DMO quantity is established between the Contractor and the installation, the Contractor shall provide a written notification to the installation and DESC confirming the DMO quantity. Thereafter, the installation shall be responsible for monitoring its daily gas usage during the DMO period to ensure that the established level is not exceeded. Daily quantities are determined per "gas day" of 10:00 a.m. Eastern Time Zone to 10:00 a.m. the following day. If the established daily usage is exceeded, the installation must pay the AGL penalty on the excess volumes taken.

The Contractor retains the right to curtail customers during a DMO.

B. Supply Mismatch Orders

The same procedures and responsibilities apply in the case of a Supply Mismatch Order (SMO). Under an SMO, a penalty occurs if the customer uses less than the established daily usage.

C. Curtailments

Capacity Curtailment: A capacity curtailment for Interruptible Service shall include, a limit to the Contractors excess firm capacity beyond the control of the Contractor that results in delivery in less than the ordered quantity of gas for a whole or part of a gas day. Such circumstance shall constitute an Excuse To Performance for line items requiring limited interruptible or interruptible requirements.

NOTE 8: Atlanta Gas Light (AGL) Account Numbers are provided FOR INFORMATION ONLY below:

5393293229, 4882851321, 4554188497, 6825197042, 2140436079, 169578205, 6396234143, 4643947044, 660195228, 4580876002, 3577441085, 8416368260, 1816287225, 2222077145, 3529147147, 1813078144, 6386226148, 8231661277, 2463073227, 3570649127, 1650390543, 9236873027, 4486985222, 23538040006, 23600670018, 23558030008, 23500350009, 23586075001, 23550090006.

As these accounts are subject to change, a finalized list will be provided at time of award.

4001 HILL AIR FORCE BASE, UT

NOTE 1: Line Items 4001 and 4002 are tied together for purposes of evaluation and award. Offerors must offer on all items within the tied group in order to be considered for award.

NOTE 2: Line Items 4001 and 4002 are set aside exclusively for Small Businesses.
(See Clause I174.03)

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Hill AFB holds capacity on Questar Pipeline.

4001 Direct Supply Natural Gas to be delivered FOB CITYGATE QUESTAR GAS via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY				8,680,545			
				Estimated Quantity	Unit Price	Total Estimated Price	

FIXED PRICE WITH EPA:							
4001	AA	SUPPLY INDEX PRICE		8,680,545	*	*	
				Estimated Quantity	Unit Price	Total Estimated Price	

FIXED PRICE WITH EPA:							
FIRM				5,678,745	*	*	
4001	AD	WINTER ADJUSTMENT FACTOR		3,742,200	\$ _____	\$ _____	
4001	AE	SUMMER ADJUSTMENT FACTOR		1,936,545	\$ _____	\$ _____	
LIMITED INTERRUPTIBLE				3,001,800	*	*	
4001	AG	WINTER ADJUSTMENT FACTOR		NA	NA	NA	
4001	AH	SUMMER ADJUSTMENT FACTOR		3,001,800	\$ _____	\$ _____	
EQ	FOR ULTIMATE DELIVERY TO			MDQ	SUMMER QUANTITY	WINTER QUANTITY	

400101	HILL AFB						
	FIRM			9,174	1,936,545	3,742,200	
	LIMITED INTERRUPTIBLE				3,001,800	0	

*The following information is provided for **Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION**, paragraph (e):

(1) The SIP Table is as follows:

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
4001	CITYGATE FOB CITYGATE QUESTAR GAS	INSIDE FERC'S GAS MARKET REPORT	QUESTAR PIPELINE	ROCKY MOUNTAINS	ALT I	September, 2004

4002 TOOELE ARMY DEPOT, UT

NOTE 1: Line Items 4001 and 4002 are tied together for purposes of evaluation and award. Offerors must offer on all items within the tied group in order to be considered for award.

NOTE 2: Line Items 4001 and 4002 are set aside exclusively for Small Businesses. (See Clause I174.03)

NOTE 3: For customers behind Questar Gas, Hill AFB and Tooele Army Depot, the Supplier is required to perform in accordance with the Questar Gas Company Tariff, Section 503, Gas Purchase Arrangements during Periods of Interruption. This tariff clause states that, as a condition of interruptible service on Questar Gas, the supplier, on behalf of the DESC customers, must offer to sell gas supplies to Questar for its use during periods of interruption during stated conditions. Fuel loss will be included in the adjustment factor. Tooele does not hold any capacity on Questar Pipeline.

4002 Direct Supply Natural Gas to be delivered FOB CITYGATE FOB CITYGATE QUESTAR GAS via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY		1,254,000	Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:					
4002 AA	SUPPLY INDEX PRICE		1,254,000	*	*
			Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:					
FIRM		1,254,000		*	*
4002 AD	WINTER ADJUSTMENT FACTOR	612,000		\$ _____	\$ _____
4002 AE	SUMMER ADJUSTMENT FACTOR	642,000		\$ _____	\$ _____
EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY	

400201	TOOELE ARMY DEPOT FIRM	2,000	642,000	612,000	

*The following information is provided for **Clause B700, ECONOMIC ADJUSTMENT - MARKET PRICE AND TRANSPORTATION**, paragraph (e):

(1) The SIP Table is as follows:

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
4002	CITYGATE FOB CITYGATE QUESTAR GAS	INSIDE FERC'S GAS MARKET REPORT	QUESTAR PIPELINE	ROCKY MOUNTAINS	ALT I	September, 2004